

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE TECHNICAL ASSISTANCE INTERGOVERNMENTAL COST SHARING AGREEMENT BETWEEN THE CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION ("AFCWRC"), AND THE ATLANTA REGIONAL COMMISSION ("ARC") TO FUND TECHNICAL AND LEGAL RESEARCH RELATED TO WATER SUPPLY IN AN AMOUNT NOT TO EXCEED THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,600,000.00); ALL CONTRACTED WORK FOR THE BASE YEAR WILL NOT EXCEED ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000.00); THAT ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT AND ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$800,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170401 (DWM DRINKING WATER ADMINISTRATION) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4410000 (WATER ADMINISTRATION); \$400,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170413 (DWM TREATMENT PLANT - NORTH AREA) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4430000 (TREATMENT); AND FOR OTHER PURPOSES.

WHEREAS, the Participants first entered into an agreement with ARC in 1992 for certain professional services for the Participants; and

WHEREAS, the current agreement with ARC and other Participants was authorized by Resolution 06-R-2415, and the second year of funding was authorized by 09-R-0010; and

WHEREAS, the current agreement with ARC will expire once all funds are expended pursuant to First Amendment of Intergovernmental Cost Sharing Agreement for Technical Assistance authorized concurrently with this Resolution; and

WHEREAS, additional funds are needed to provide analysis of technical and legal research and responses to the various issues presented during the course of the tri-state negotiations and litigation; and

WHEREAS, the City Attorney is authorized pursuant to 06-R-1612 to initiate and prosecute a Civil Action pursuant to Section 2402 of the Code of Ordinances in conjunction with the Atlanta Regional Commission and other local jurisdictions in the Metro Atlanta Area, against the United States Army Corps of Engineers for adopting and implementing an Operating Plan for the Apalachicola Chattahoochee Flint River Basin that violates Federal Law; and

WHEREAS, the term of the contract is for three (3) years with the first payment due on July 1, 2010; and

WHEREAS, the City's share of the payments would be \$800,000.00 on behalf of the City and \$400,000.00 on behalf of the City's one-half portion of the Atlanta-Fulton Water Resources Commission for a yearly total not to exceed Six Hundred Thousand Dollars and No Cents (\$1,200,000.00); and

WHEREAS, the funding for the base and subsequent years are as follows:

Base year	\$1,200,000.00
Second year	\$1,200,000.00
Third year	\$1,200,000.00, and

WHEREAS, the Commissioner of the Department of Watershed Management, and the City Attorney recommend the execution of a cooperative technical assistance intergovernmental cost sharing agreement for technical assistance regarding water supply.

THE CITY COUNCIL FOR THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Intergovernmental Cost Sharing Agreement ("Agreement") for Technical Services between the City of Atlanta, Cobb County-Marietta Water Authority, DeKalb County and the Atlanta-Fulton County Water Resources Commission ("AFCWRC") and the Atlanta Regional Commission ("ARC") in an amount not to exceed Three Million Six Hundred Thousand Dollars and No Cents (\$3,600,000.00) to be funded over three years.

BE IT FURTHER RESOLVED, that AFCWRC is authorized to execute a Cooperative Technical Assistance Intergovernmental Cost Sharing Agreement ("Agreement") between the City of Atlanta, Cobb County-Marietta Water Authority, DeKalb County and the Atlanta-Fulton County Water Resources Commission and the Atlanta Regional Commission in an amount not to exceed One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00) to be funded over three years.

BE IT FURTHER RESOLVED, that each year of the Agreement the City's share of such payments would be Eight Hundred Thousand Dollars and No Cents (\$800,000.00) for the City, and Four Hundred Thousand Dollars and No Cents (\$400,000.00) for the City's portion of the Atlanta Fulton County Water Resources Commission, for a total not to exceed One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00).

BE IT FURTHER RESOLVED, that the term of the Agreement is authorized to continue through and including December 31, 2012.

BE IT FURTHER RESOLVED, that additional phased payments, in amounts as stated above, and in a combined total not to exceed Three Million Six Hundred Thousand and

No Cents (\$3,600,000.00), may be anticipated in the Agreement, subject to approval of Council through duly approved budgets and issuance of Notices to Proceed.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement, substantially in the form of the draft Agreement attached as Exhibit "A," for execution by the Mayor.

BE IT FURTHER RESOLVED, that the Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to ARC.

BE IT FINALLY RESOLVED, that all contracted work will be charged to and paid from the listed Fund Department and Organization and Account Numbers in the following amounts: \$800,000.00-5051 (Water & Wastewater Revenue Fund) 170401 (DWM Drinking Water Administration) 5212001 (Consulting / Professional Services) 4410000 (Water Administration); \$400,000.00-5051 (Water & Wastewater Revenue Fund) 170413 (DWM Treatment Plant - North Area) 5212001 (Consulting / Professional Services) 4430000 (Treatment).

Exhibit "A"

COOPERATIVE TECHNICAL ASSISTANCE INTERGOVERNMENTAL COST SHARING AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009 by and between the CITY OF ATLANTA, Georgia, the COBB COUNTY-MARIETTA WATER AUTHORITY of Marietta, Georgia, DEKALB COUNTY, Georgia, the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, of Alpharetta, Georgia (hereinafter referred to as the "Participants") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH:

WHEREAS, the Participants are responsible for providing drinking water to their customers in the Metropolitan Atlanta Area, and ARC is responsible for long-range planning and coordinating the activities of counties and cities in the Metropolitan Atlanta Area; and

WHEREAS, in accordance with O.C.G.A. 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government; and

WHEREAS, the Participants use the Chattahoochee River, Lake Lanier and Lake Allatoona as the source of supply of water provided to their customers; and

WHEREAS, the States of Alabama, Florida and Georgia are involved in disputes regarding the states respective water rights in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin); and

WHEREAS, successful participation in the dispute process will involve a high level of technical research as well as appropriate legal research and representation; and

WHEREAS, the Participants agree it is important to cooperate in the technical and legal research effort and that appropriate consultants and legal representatives must be obtained; and

WHEREAS, the Participants believe it is cost effective and efficient to share costs to obtain the technical and legal research to protect mutual interests; and

WHEREAS, ARC has the experience and ability to manage a program of technical and legal research on behalf of the Participants:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Coordination and Direction of Work.

- a. All work and legal research performed under this agreement will be directed by the Coordinating Committee made up of the Participants and other parties that may provide financial support.

- b. The Coordinating Committee shall have the authority to contract through ARC with other parties which they deem necessary or helpful in the conduct of the work.
- c. Whenever consensus of the Coordinating Committee cannot be reached on the issues described above, a vote will be taken among the Coordinating Committee members. A simple majority vote by the members in attendance will carry.

2. Duties of the Participants.

- a. Cooperate at all times with ARC and the other Participants in furtherance of the objectives of this agreement.
- b. Name an appropriate representative to the Coordinating Committee and grant such representative the authority to make decisions on technical and policy matters regarding water resources issues and the hiring of consultants and attorneys.
- c. Attend all Coordinating Committee meetings after reasonable prior notice.
- d. Provide funding for its share of costs in a timely manner.

3. Duties of ARC.

- a. Monitor progress of the disputes and related work and provide information on such progress to the Coordinating Committee.
- b. Make recommendations to the Coordinating Committee on the nature of work and services needed.
- c. To call, schedule, and chair meetings and provide meeting notices and working agendas.
- d. Contract with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services.
- e. Coordinate and communicate with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee.
- f. Monitor consultant's activities.
- g. Receive invoices from consultants and legal representatives and process appropriate payments in a timely manner.
- h. Maintain billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the Participants.

4. Cost Share by the Participants.

Each of the Participants hereby agrees to provide the sum of Two Million, Four Hundred Thousand Dollars (\$2,400,000) over the term of this agreement to pay the cost of conducting the work. Payments will be made to ARC in three (3) equal installments of \$800,000 each. The first installment will be due July 1, 2010. Subsequent installments will be due on July 1, 2011 and July 1, 2012. ARC will provide invoices for each installment. The Participants agree that the costs of conducting the work shall be shared equally, unless otherwise directed by the Coordinating Committee. Any funds paid in advance for which ARC does not actually incur the estimated costs will be refunded to the Participants once the project is complete. The expenses for conducting the work shall

include, but are not necessarily limited to, amounts due any engineering or consulting firm and attorney's fees. Such other expenses may be paid from time to time as the Coordinating Committee shall specifically authorize.

5. Term.

This agreement shall become effective as of the date first written above and shall continue in full force and effect until December 31, 2012. Each of the Participants acknowledges that ARC's performance hereunder is expressly conditioned upon the continued cooperation of all the Participants. In the event one or more of the Participants fails to perform its obligations hereunder, upon a majority vote of the remaining Participants, this Agreement may be terminated or amended. Any termination will be effective sixty (60) days after such vote and written notification to ARC.

In the event of such termination, the Participants shall be obligated to pay all consulting and legal fees and expenses reasonably advanced or incurred by ARC up to the effective date of termination.

6. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

Counterpart 1 of 5 to Technical Assistance Agreement.

Atlanta Regional Commission

Director

Attested, Assistant Secretary

Chair

Counterpart 2 of 5 to Technical Assistance Agreement.

Witness:

City of Atlanta

Municipal Clerk

Shirley Franklin, Mayor (Seal)

Approved as to Form:

Recommended:

City Attorney

Commissioner, Department of
Watershed Management

Approved:

Chief Procurement Officer

Chief Financial Officer

Chief Operating Officer

Counterpart 3 of 5 to Technical Assistance Agreement.

**COBB COUNTY-MARIETTA
WATER AUTHORITY**

Chairman

Approved as to form:

Attest:

Attorney

Title

Counterpart 4 of 5 to Technical Assistance Agreement.

DeKalb County

Burrell Ellis
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

Barbara Sanders
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

Director

Approved as to Form:

County Attorney

Counterpart 5 of 5 to Technical Assistance Agreement.

**Atlanta-Fulton County
Water Resources Commission**

Chairman

Approved as to Form:

ATTEST:

AFCWRC Attorney

Approved as to Content:

ATTEST:

Kathy Crews, General Manager

Notary Public (Seal)

My Commission Expires _____



**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COST SHARING AGREEMENT FOR TECHNICAL ASSISTANCE REGARDING WATER SUPPLY BETWEEN THE CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION (COLLECTIVELY "PARTICIPANTS"), AND THE ATLANTA REGIONAL COMMISSION ("ARC") TO FUND WORK IN FURTHERANCE OF THE REGIONAL TECHNICAL EFFORTS RELATED TO WATER SUPPLY ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,800,000.00); ALL CONTRACTED WORK FOR THE BASE YEAR WILL NOT EXCEED SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBERS: 2J01 (WATER & WASTEWATER REVENUE FUND) 524001 (CONSULTANT/PROF. SERVICES) Q61001 (BUREAU OF WATER) (\$400,000.00) AND 2J01 (WATER & WASTEWATER REVENUE FUND) 52401 (CONSULTANT/PROF. SERVICES) Q69001 (NORTH AREA TREATMENT PLANT) (\$200,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Participants first entered into an agreement with ARC in 1992 for certain professional services for the Participants; and

WHEREAS, the agreement with ARC and other Participants, that was most recently amended by Resolution 06-R-1375, will expire on December 31, 2006; and

WHEREAS, additional funds are needed to provide analysis of technical responses to the various scenarios presented during the course of the tri-state negotiations in accordance with the Agreement; and

WHEREAS, the term of the contract is for three (3) years; and

WHEREAS, the City's share of the payments would be \$400,000.00 on behalf of the City and \$200,000.00 on behalf of the City's portion of the Atlanta-Fulton Water Resources Commission for a yearly total not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00); and

WHEREAS, the funding for the base and subsequent years are as follows:

Base year	\$600,000.00
Second year	\$600,000.00
Third year	\$600,000.00, and



WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Office recommend the execution of an intergovernmental cost sharing agreement for technical assistance regarding water supply.

THE CITY COUNCIL FOR THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Intergovernmental Cost Sharing Agreement ("Agreement") for Technical Services between the City of Atlanta, Cobb County-Marietta Water Authority, DeKalb County and the Atlanta-Fulton County Water Resources Commission and the Atlanta Regional Commission ("ARC") in an amount not to exceed One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00) to be funded over three years.

BE IT FURTHER RESOLVED, that each year of the Agreement the City's share of such payments would be Four Hundred Thousand Dollars and No Cents (\$400,000.00) for the City, and Two Hundred Thousand Dollars and No Cents (\$200,000.00) for the City's portion of the Atlanta Fulton County Water Resources Commission, for a total not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00).

BE IT FURTHER RESOLVED, that the term of the Agreement is authorized to commence January 1, 2007 and continue through and including December 31, 2009.

BE IT FURTHER RESOLVED, that additional phased payments, in amounts as stated above, and in a combined total not to exceed One Million Eight Hundred Thousand and No Cents (\$1,800,000.00), may be anticipated in the Agreement, subject to approval of Council through duly approved budgets and issuance of Notices to Proceed.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement, substantially in the form of the draft Agreement attached as Exhibit "A," for execution by the Mayor.

BE IT FURTHER RESOLVED, that the Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to ARC.

BE IT FINALLY RESOLVED, that all contracted work will be charged to and paid from Fund, Account and Center Numbers: 2J01 (Water & Wastewater Revenue Fund) 524001 (Consultant/Prof. Services) Q61001 (Bureau of Water) (\$400,000.00) and 524001 (Consultant/Prof. Services) Q69001 (North Area Treatment Plant) (\$200,000.00).

A true copy,


Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

NOV 20, 2006
NOV 28, 2006

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 FOR THE INTERGOVERNMENTAL COST SHARING AGREEMENT FOR TECHNICAL ASSISTANCE REGARDING WATER SUPPLY WITH THE ATLANTA REGIONAL COMMISSION (ARC) ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5051 (WATER AND WASTEWATER REVENUE FUND) 170401 (DWM DRINKING WATER ADMINISTRATION) 5212001 (CONSULTANT/PROFESSIONAL SERVICES) 4410000 (WATER ADMINISTRATION); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta did enter into an Intergovernmental Cost Sharing Agreement for Technical Assistance Regarding Water Supply ("Agreement") between the City of Atlanta, Cobb-Marietta Water Authority, Dekalb County and Atlanta-Fulton County Water Resources Commission with the Atlanta Regional Commission pursuant to Resolution 06R2415 adopted by the City Council on November 20, 2006 and approved by the Mayor November 26, 2006; and

WHEREAS, Resolution 06R2415 authorized the contract and provided phased funding of the Agreement with a total contract amount not to exceed One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00); and

WHEREAS, the term of the Agreement is for three (3) years commencing January 1, 2007 and expiring December 31, 2009; and

WHEREAS, the Department of Watershed Management appropriated funds for the first year of funding for the Agreement in an amount not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00); and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer desire to enter into an Amendment Agreement No. 1 to encumber the second year of funding for the Intergovernmental Cost Sharing Agreement for Technical Assistance Regarding Water Supply with the Atlanta Regional Commission (ARC) in an amount not to exceed Four Hundred Thousand Dollars and No Cents (\$400,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is authorized to enter into an Amendment Agreement No. 1, to encumber the second year of funding for the Intergovernmental Cost Sharing Agreement for Technical Assistance Regarding Water Supply with Atlanta Regional

Commission (ARC) in an amount not to exceed Four Hundred Thousand Dollars and No Cents (\$400,000.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that this Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been approved as to form by the City Attorney, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Atlanta Regional Commission (ARC).

BE IT FINALLY RESOLVED that all services contracted for the said work shall be charged to 5051 (Water and Wastewater Revenue Fund) 170401 (DWM Drinking Water Administration) 5212001(Consultant/Professional Services) 4410000 (Water Administration).

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE TECHNICAL ASSISTANCE INTERGOVERNMENTAL COST SHARING AGREEMENT BETWEEN THE CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION ("AFCWRC"), AND THE ATLANTA REGIONAL COMMISSION ("ARC") TO FUND TECHNICAL AND LEGAL RESEARCH RELATED TO WATER SUPPLY IN AN AMOUNT NOT TO EXCEED THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,600,000.00); ALL CONTRACTED WORK FOR THE BASE YEAR WILL NOT EXCEED ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000.00); THAT ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT AND ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$800,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170401 (DWM DRINKING WATER ADMINISTRATION) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4410000 (WATER ADMINISTRATION); \$400,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170413 (DWM TREATMENT PLANT - NORTH AREA) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4430000 (TREATMENT); AND FOR OTHER PURPOSES.

Council Meeting Date: December 7, 2009

Requesting Dept.: Department of Watershed Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to authorize the Mayor to enter a new Cooperative Technical Assistance Intergovernmental Agreement with ARC and other metro Atlanta water suppliers including Cobb County-Marietta Water Authority, DeKalb County, and Fulton County d/b/a Atlanta Fulton County Water Resources Commission as a joint venture with the City of Atlanta.

2. Please provide background information regarding this legislation.

ARC needs additional monies to fund technical assistance activities related to the Tri-State Water Rights Litigation and related negotiations and other activities for the time period July 1, 2010 through December 31, 2012.

The source of supply of raw water for the City is the Chattahoochee River. The State has permitted the City's withdrawals from the Chattahoochee River, part of the Apalachicola, Chattahoochee, Flint River basins ("ACF"). As appropriate, depending upon conditions, flows in the Chattahoochee River are from time to time supplemented by releases from Lake Lanier, which is owned and operated by the Corps.

Pursuant to certain agreements among the City, the Corps and the Atlanta Regional Commission, releases are to be coordinated by the Atlanta Regional Commission to allow the City to withdraw at its intake facility in accordance with its demand forecasts and its surface water withdrawal permit. The Corps has been making such releases to facilitate water supply withdrawals since the 1980s. The Corps first entered into a contract with the Atlanta Regional Commission in 1986 to provide for such withdrawals by the City and other local government entities. That contract was extended but expired January 1, 1990. Since 1990 the State of Alabama and the State of Florida have contested the authority of the Corps to manage Lake Lanier for water supply purposes.

These issues are currently being litigated in a multi-district proceeding, *In re Tri State Water Rights Litigation*, Case No. 3:07-MD-1, in the United States District Court for the Middle District of Florida. The City, the State, the Atlanta Regional Commission and other local government water supply providers are parties to this proceeding. Only July 17, 2007, the court issued an order holding that the Corps must secure congressional authorization to continue operating Lake Lanier for water supply.

The Court order states that the Georgia water supply providers, including the City, may continue to operate at "current water supply levels" for a period of three years. If by the end of the three year period Congress does not authorize the Corps to continue water supply operations at Lake Lanier, or if some other resolution of the dispute does not materialize, then the Corps is required to return immediately to its "baseline" operations, which the court defined as those prevailing in the mid-1970s. For the City of Atlanta and others who withdraw their water supply from the Chattahoochee River, this means the required minimum flow when Buford Dam is not making peaking hydropower releases will be 600 cubic feet per second ("cfs"), an amount that is insufficient to meet existing water quality and water supply requirements.

This agreement will fund cooperative technical assistance including legal and other assistance that will aid the region in litigation, negotiation and other activities associated with securing Lake Lanier for water supply purposes for the City of Atlanta and the region.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc):** Intergovernmental Agreement
- (b) Source Selection:**
- (c) Bids/Proposals Due:**
- (d) Invitations Issued:**
- (e) Number of Bids:**
- (f) Proposals Received:**
- (g) Bidders/Proponents:**
- (h) Term of Contract:** Approximately 3 years (depending upon date of execution).

4. Fund Account Center (Ex. Name and number): N/A

5051 (Water & Wastewater Revenue Fund) 170401 (DWM Drinking Water Administration) 5212001 (Consulting / Professional Services) 4410000 (Water Administration);

5051 (Water & Wastewater Revenue Fund) 170413 (DWM Treatment Plant - North Area) 5212001 (Consulting / Professional Services) 4430000 (Treatment).

5. Source of Funds: Example: Local Assistance Grant : Water and Wastewater Revenue Fund.

6. Fiscal Impact:

\$800,000.00-5051 (Water & Wastewater Revenue Fund) 170401 (DWM Drinking Water Administration) 5212001 (Consulting / Professional Services) 4410000 (Water Administration); \$400,000.00-5051 (Water & Wastewater Revenue Fund) 170413 (DWM Treatment Plant - North Area) 5212001 (Consulting / Professional Services) 4430000 (Treatment).

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Marc Goncher, Senior Assistant City Attorney

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____ Maisha L. Wood _____

Contact Number: _____ (404) 330-6887 _____

Originating Department: _____ Department of Watershed Management _____
Committee(s) of Purview: _____ City Utilities Committee _____

Chief of Staff Deadline: _____ November 17, 2009 _____

Anticipated Committee Meeting Date(s): _____ December 1, 2009 _____

Anticipated Full Council Date: _____ December 7, 2009 _____

Legislative Counsel's Signature: _____  _____

Commissioner Signature: _____  scf _____

Chief Procurement Officer Signature: _____ n/a _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE TECHNICAL ASSISTANCE INTERGOVERNMENTAL COST SHARING AGREEMENT BETWEEN THE CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION ("AFCWRC"), AND THE ATLANTA REGIONAL COMMISSION ("ARC") TO FUND TECHNICAL AND LEGAL RESEARCH RELATED TO WATER SUPPLY IN AN AMOUNT NOT TO EXCEED THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,600,000.00); ALL CONTRACTED WORK FOR THE BASE YEAR WILL NOT EXCEED ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000.00); THAT ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT AND ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$800,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170401 (DWM DRINKING WATER ADMINISTRATION) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4410000 (WATER ADMINISTRATION); \$400,000.00-5051 (WATER & WASTEWATER REVENUE FUND) 170413 (DWM TREATMENT PLANT - NORTH AREA) 5212001 (CONSULTING / PROFESSIONAL SERVICES) 4430000 (TREATMENT); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$3,600,000.00

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) 11/17/09 (date)

Received by Mayor's Office: _____ Reviewed by: _____
(date) (date)

Submitted to Council: _____ (date)